

180. *Mr. Herries.*] I would like to ask you whether, in your capacity as manager for Cook and Gray, you had anything to do with floating the companies?—No, I had nothing to do with that. I do not think I sold any shares in the companies at any time.

181. You were not connected with the companies until you were appointed secretary?—That was the first connection I had with any of the companies—when I was appointed secretary.

182. Had you any connection with Mr. Cook, as far as he was a vendor?—No; the flotation of the companies did not come under my department at all.

183. That was all in Mr. Cook's hands?—Yes; Messrs. Cook and Howes.

184. Had Howes anything to do with the floating of the companies?—Yes.

185. Do you know why these companies were floated under the Companies Act, and not under the Mining Companies Act?—I could not say; that is a matter for the solicitor. I think nearly all the companies are floated under the Companies Act.

186. *The Chairman.*] With reference to the payment of brokerage; if the application- and allotment-moneys are paid, how much brokerage does the broker claim?— $2\frac{1}{2}$ per cent.

187. On the full amount of the share?—Yes.

188. *Mr. Easton.*] In the matter of the Golden Gray, Lees Ferry, Tucker Flat, and Wicklow Companies, have you any remembrance of my making a statement to you, as secretary, that a compact had been entered into by Cook that only 1s. per share should be called up?—Yes; you mentioned it verbally.

189. Benjamin mentioned it to you?—Yes.

190. You heard that Mr. Gray lodged a protest?—Yes, I heard that.

191. *Mr. Cook.*] Mr. Easton has just asked you whether Benjamin stated that a compact was entered into that only 1s. per share should be called up in the four companies, and whether you heard that a protest was made by Mr. Gray?—Yes.

192. You were secretary to these companies for about twelve months?—Yes.

193. You issued notices in the usual way to Mr. Gray, or anybody else?—Yes, undoubtedly.

194. During that twelve months did you ever receive a protest in any way—in writing—from anybody, that a compact had been entered into that they should not pay any more?—No, not in writing.

195. Did you, in reply to your notices, ever get a letter from anybody saying that a private arrangement had been made?—No.

196. *Mr. Herries.*] Have you, as secretary to those companies, ever applied for protection?—Yes, through the solicitor.

197. In connection with what companies?—In the Tucker Flat Company we applied for an extension of time.

198. In any other company?—Not in the Lees Ferry Company, nor, I think, in the Wicklow or Golden Gray Companies.

199. Did you in the No Town Company?—Yes; the No Town Creek Company. The dredge is nearly completed. In the No Town No. 2 Company an extension has been applied for.

200. It was part of your business to apply for the extensions?—Yes, that is so; I did it by writing to the local director on the Coast, who would then apply at the Warden's Court there.

201. *Mr. Cook.*] On Saturday we could not explain the signature to the agreement in the No Town No. 2 Company; we looked it up afterwards, and will you please explain the matter to the Committee?—You will notice that the company's common seal has been attached, and in this copy the "per W. Holsted" should have appeared under the company's seal, not after Mr. Cook's name. Mr. Cook signed the deed himself, and I signed on behalf of the company.

202. *The Chairman.*] In this copy, "per W. Holsted" appears opposite Mr. Cook's name, and not opposite the seal of the company?—Yes, that is so in the copy.

203. Are you sure your explanation is correct?—Yes, I am sure.

204. *Mr. W. Fraser.*] That agreement was signed by Mr. Cook?—Yes; there is no doubt that that is the explanation.

205. *Mr. Herries.*] Is it the usual thing, when you have a common seal, to sign "per W. Holsted"?—Yes.

206. *Mr. W. Fraser.*] Then, this is a bad copy?—Yes, a confusing copy.

207. *Mr. Herries.*] Is the No Town No. 2 Company the only one of the companies that has a common seal?—No; they all have.

208. You do not sign the Lees Ferry document with a common seal?—No; I do not know why that particular style of signature was used there.

209. *Mr. J. Allen.*] What is the position of the subscribing shareholders in these companies that are going into liquidation?—I cannot speak about the Wicklow and the Golden Gray Companies.

210. Under the Companies Act will the subscribing shareholders have to pay up the whole of their calls, or sufficient to equalise them with the value of the vendors' shares?—I understand that if the vendors like to take up their legal position they can insist upon that.

211. Is it not the law that the subscribing shareholders must pay up?—Yes, unless the vendors are agreeable to forego their legal rights.

212. Does that mean that every single vendor would have to sign an agreement?—Yes, I should say that would be the legal way.

213. Unless every single vendor signs an agreement to forego those rights the subscribing shareholders would have to pay up in full before the company could liquidate?—I think so; but in these companies the only vendor that the companies recognise, except in the Lees Ferry Company, would be Mr. Cook, because he is the vendor to the companies.

214. But the vendors' shares have been allotted in some of the companies that are in liquidation?—Only in the Lees Ferry Company.